

WEST VALLEY VOLUNTEER HOSE COMPANY
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LETTER OF AGREEMENT

BY AND AMONG WEST VALLEY VOLUNTEER HOSE COMPANY, INC. (WVVHC), THE U.S. DEPARTMENT OF ENERGY, WEST VALLEY DEMONSTRATION PROJECT (DOE-WV), THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY (NYSERDA), and WEST VALLEY NUCLEAR SERVICES COMPANY, INC. (WVNS), AS DOE'S MANAGEMENT AND OPERATING CONTRACTOR.

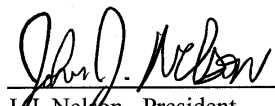
The WVVHC agrees to supply the West Valley Demonstration Project (WVDP) facilities, including the State Licensed Disposal Area (SDA), with fire protection, ambulance services, and traffic control when requested. Ambulance services will be provided whether patients are injured or ill, and/or contaminated (by radioactive and/or hazardous substances), as a result of work at the WVDP facilities or the SDA.

Efforts will be made by DOE-WV (or NYSERDA, for responses at the SDA) to reduce contamination, if present, to a level which is as low as practicable. If WVVHC personnel or equipment becomes contaminated with radioactive or hazardous materials as a direct result of assistance rendered, DOE-WV (or NYSERDA, for response to the SDA) will provide for the decontamination of the equipment or personnel. The DOE-WV or NYSERDA liability hereunder is limited to the value of the facilities to be restored, assuming appropriations are available at the time such contingency arises. Nothing herein shall be construed to imply that Congress or the State Legislature will, at a later date, appropriate funds sufficient to meet deficiencies.


The DOE-WV and NYSERDA, agree to familiarize WVVHC personnel with the properties of radioactive and other hazardous substances handled at the WVDP and the SDA, and the types of injuries and illnesses which could result from emergencies at these facilities. The DOE-WV further agrees to familiarize WVVHC with procedures used at WVDP for emergency response, health physics, and personnel decontamination. The DOE-WV and NYSERDA will provide an opportunity each year for a site review, tour and drill (practice) with WVVHC.

WVNS, as Management and Operating Contractor, agrees to assist DOE-WV in carrying out the terms of this agreement as requested by DOE-WV and to the extent permitted by WVNS's contract with DOE-WV.

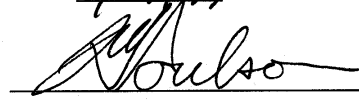
This Agreement shall be effective on the date last signed below and remain in effect until canceled. This Agreement shall be canceled by any party giving each of the other parties at least 60 days written notice of their intent to cancel this Agreement.



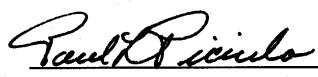
J. J. Nelson, President
West Valley Volunteer Hose Company
Dated: 4-15-97



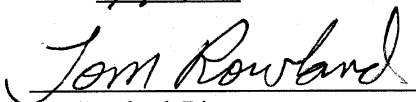
M. Gentner, Fire Chief
West Valley Volunteer Hose Company
Dated: 4/14/97



W. G. Poulson, President
West Valley Nuclear Services Company, Inc.
Dated: 4/11/97



P. L. Piciulo, Program Director
New York State Energy Research and Development
Authority
Dated: 4/11/97



T. J. Rowland, Director
U.S. Department of Energy
West Valley Demonstration Project
Dated: 4/11/97

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LETTER OF AGREEMENT
ADDENDUM

November 28, 2001

This document is an addendum to the original Letter of Agreement (dated April 15, 1998) established between the West Valley Volunteer Hose Company (WVVHC), the U.S. Department of Energy (DOE), Ohio Field Office West Valley Demonstration Project (OH/WVDP), the New York State Energy Research and Development Authority (NYSERDA), and West Valley Nuclear Services Company (WVNS), as DOE's Management and Operating Contractor.

The intent of this addendum is to establish the level of support provided to the WVVHC from the West Valley Demonstration Project (WVDP) for the emergency services described in the original Agreement.

WVVHC agrees to maintain all firefighting and associated emergency response/safety related equipment in good working order to ensure the safety of response personnel. WVVHC further agrees to provide all emergency response personnel with the appropriate training and drills as mandated by law, or as required to maintain proficiency, thereby ensuring the readiness of personnel to effectively respond to and mitigate potential or actual emergency conditions. DOE encourages the use of individuals recognized by cognizant governing agencies (federal, state, county, or industry experts) for providing training. For jointly sponsored training (WVDP and WVVHC), certified instructors or recognized experts shall be used. In addition, WVVHC agrees to provide all emergency response personnel with protective clothing and equipment necessary to ensure the safety of all personnel. Emergency response personnel will be required to wear/use protective clothing and equipment during all emergency response activities, drills, exercises, or as deemed necessary by the ranking WVVHC officer to protect the health and safety of response personnel.

The funds provided under this agreement are appropriated funds intended to benefit and serve public needs. The WVVHC shall not charge any public entity, including but not limited to municipalities, state, federal, volunteer organizations for use of any equipment or services provided which were acquired/provided with these funds.

This addendum will be subject to change annually during the DOE budgeting review process. Nothing herein shall be construed to imply that the same level of funding will, at a later date, be available.

For fiscal year (FY) 2002, the WVDP agrees to a funding level of \$50,000 subject to the following conditions. Upon request, WVVHC agrees to provide DOE OH/WVDP with a detailed statement of how the previous FY's funds were spent. In addition, the WVVHC agrees to only use funds disbursed by DOE pursuant to this Agreement for purchasing safety equipment and providing training as well as for public programs on safety awareness.

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WVNS, as Management and Operating Contractor, agrees to assist DOE OH/WVDP in carrying out the terms of this addendum as requested by DOE OH/WVDP and to the extent permitted by WVNS's contract with DOE OH/WVDP.

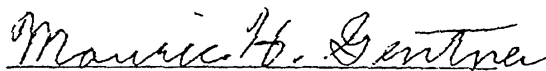
This addendum shall be effective on the date last signed below and remain in effect until the end of the current DOE fiscal year, or until canceled by any party giving each of the other parties at least 60 days written notice of their intent to cancel this addendum. Expiration/cancellation of this addendum in no way affects execution of the original Agreement.

Approved by:



Alice C. Williams, Director
U.S. Department of Energy
West Valley Demonstration Project

Dated: January 14, 2002



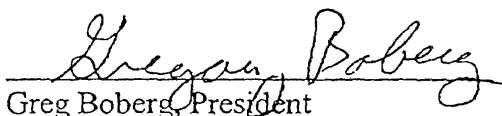
Maurice H. Gentner, Fire Chief
West Valley Volunteer Hose Company

Dated: 1-16-02



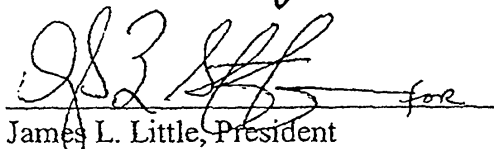
Paul L. Piciulo, Program Director
New York State Energy Research
and Development Authority

Dated: January 14, 2002



Greg Boberg, President
West Valley Volunteer Hose Company

Dated: 1/16/02

 for

James L. Little, President
West Valley Nuclear Services Company

Dated: January 15, 2002